



FAIRFAX COUNTY  
PUBLIC SCHOOLS

## AMENDMENT

### Department of Financial Services

Office of Procurement Services  
8115 Gatehouse Road, Suite 4400  
Falls Church, Virginia 22042-1203  
Telephone: 571-423-3550

AMENDMENT NO. 9

**JUL 31 2013**

CONTRACT TITLE: Learning Content Mgmt Systems & Related Service and Support

CONTRACTOR:

Blackboard, Inc.  
650 Massachusetts Avenue  
Washington, DC 20001-3796

VENDOR CODE:


1000011891

CONTRACT NO.

4400001675

By mutual agreement, contract 4400001675 is amended to incorporate the attached Blackboard Order Form for Managed Call Center Services dated 7/16/13.

All other pricing, terms and conditions remain the same.

  
Roger L. Ball  
Director

RLB/jrw

DISTRIBUTION:

FCPS – Information Technology – Jean Welsh  
FCPS – Information Technology – Allison Calderon  
FCPS – Procurement Services – Contract file  
Contractor

*BAH*  
*1/31/13*



## Blackboard

This Blackboard Order Form ("Order Form") by and between Blackboard (as defined below) and Fairfax County Public Schools ("Customer") details the terms of Customer's use of the products and services set forth below ("Product and Pricing Summary"). This Order Form shall become effective on the Effective Date. This Order Form, together with the Contract RQ11-183360-69A including the Blackboard Student Services Schedule dated July 1, 2011, incorporated by this reference, form the entire agreement between the parties in respect of the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by Customer, any product or service provided by Blackboard to Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

### A. Product and Pricing Summary

Qty	U of M	Product Code	Product or Service Description	Total
1	Year	SS-AS-SDI-PARA-DPT RENEWAL	BB CRM DEPARTMENT	\$7,500.00
1	Year	SS-AS-APM-ACCT RENEWAL	ACCOUNT MGMT	\$7,500.00
10,000	EA	SS-AS-SDO-LMS RENEWAL	ELS SUPPORT - INCIDENT	\$100,000.00
TOTALS:				\$115,000.00

### B. Term

1. **Renewal Term:** Unless otherwise specified in the Product or Service Description above, the Initial Term shall be one (1) year following the Effective Date.
2. Unless otherwise specified in the Product or Service Description above, this Order Form shall be renewed automatically for successive periods of one (1) year (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Blackboard, or Blackboard provides Customer, with a written notice to the contrary thirty (30) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. **Effective Date:** July 1, 2013

### C. Payment Terms

1. All initial and subsequent payments shall be due Net 30. Unless otherwise specified, all dollars (\$) are United States currency.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

### D. Special Provisions

Section 6 of Exhibit A entitled Specifications for Managed Contact Center Solution, is hereby modified to restate the service levels and reflect the estimated monthly support allocations. It is understood and agreed in the event Customer exceeds the estimated monthly support allocations by 26% or higher then the service levels outlined below shall not apply and therefore Blackboard will be exempted in paying any Service Level credits that designated month:

#### 6. Strict Service Level Management – Exhibit A Management Call Center Guaranteed Service Levels

Service Level Guarantee	Criteria for Performance Measurement	Basis of Performance Measurement
≥ 80%	Percentage of total telephonic contacts answered in three (3) minutes or less	Monthly
≥ 95%	Percentage of total contacts correctly handled by Service Desk Operations	Monthly
≥ 80%	Percentage of customer service surveys with overall ratings of Satisfied or Very Satisfied	Monthly

#### Failure to Perform Against Guaranteed Service Levels

Failure to meet the contracted service level of 80% of calls answered in three minutes or less for the month will result in a 5% credit of the Service Desk Operations fees for that month to Fairfax County Public Schools' next annual invoice.

In conjunction with monthly time to answer results, parties will jointly review and agree incidents deemed to be inappropriately escalated to FCPS. Each incident determined to have been incorrectly escalated that is in excess of 5% of the total calls received during the month will be added to the documented incidents outside of contracted time to answer service levels when computing the achievement of SLA.

If Blackboard exceeds, contracted service levels for three consecutive months following the month for which a 5% credit of the Service Desk Operations fees to Fairfax County Public Schools applies, this shall result in an incentive credit of 5% to Blackboard for sustained performance. Such incentive credits to Blackboard will only be applied to offset existing FCPS credits. In no case shall credits result in any payment to Blackboard by FCPS beyond the annually contracted Service Desk Operations fees.

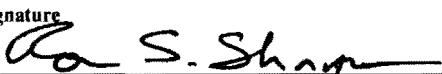
Customer satisfaction survey results will be reviewed monthly. If more than 20% of survey responses' overall ratings are dissatisfied or very dissatisfied, a 5% credit of the monthly Service Desk Operations fees will be applied to Fairfax County Public Schools' next annual invoice. At the end of the contract year, if overall survey ratings for the contract year meet or exceed 80% of responses with ratings of satisfied or very satisfied, up to one quarter of performance credit to FCPS will be waived.


If no quarter ATTACHMENT 1 of the contract year fell below 80% satisfied or very satisfied ratings, no credits will be returned to Blackboard.

The parties hereby agree to the following Estimated Monthly Support Interactions and further understand the Guaranteed Service Levels outlined above shall not apply if Customer exceeds the estimated monthly support allocations by 26% or higher and therefore Blackboard will be exempted in paying any Service Level credits that designated month:

**Estimate Monthly Support Allocation**

July	400
August	1300
September	3480
October	1720
November	770
December	350
January	500
February	475
March	330
April	250
May	175
June	250
Total:	10000

Customer: Fairfax County Public Schools	
Signature	
Name (printed)	Ron S. Shoram
Title (printed)	Coordinator
Date	7/31/13

Blackboard ("Blackboard")	
Signature	
TESS FRAZIER	
Name (printed)	VICE PRESIDENT
Title (printed)	
JULY 16, 2013	
Date	